COMBINED SYNOPSIS/SOLICITATION

Roof Replacement, Gray, ME WFO Construction Service

THERE IS NO INCUMBENT; THIS IS A NEW REQUIREMENT.

(i) This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued.

Solicitation number 1305M326Q0395 is issued as a request for quotation (RFQ), to complete roof replacement on the on the Cooperative Program Manager (CPM) building located at Gray, ME. Work to be performed at the National Weather Service (NWS) Weather Forecast Office (WFO) in Gray, ME, outlined in the attached Statement of Work. This acquisition is set-aside for small business concerns. The associated NAICS code is 238160. The small business size standard is $19.0M.

The Government intends to award a low priced, technically acceptable, single award firm fixed-price purchase order on an all or none basis with payment terms of Net 30.

This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

(ii) A list of line-item number(s) and items, quantities, and units of measure (including option(s), if applicable).

CLIN 0001 –
Construction Services, non-personal, to provide all supervision, labor, tools, materials and equipment (unless otherwise provided herein) necessary to complete the roof replacement as per the attached Statement of Work (SOW) at the Gray, ME Weather Forecast Office (WFO). The quoter shall provide all labor, supervision, materials, equipment, disposal, and incidentals necessary to complete the work.

(iii) Description of requirements for the items to be acquired, including documentation supporting any brand name descriptions (see 12.102).

See attached Statement of Work and Department of Labor Davis-Bacon Act General Decision: ME20260050, Modification No. 2, dated 07/28/2026, Construction Type Building, which can be found on: https://sam.gov/content/wage-determinations

INVOICES TO BE BILLED IN ARREARS VIA IPP. QUOTE PRICING MAY BE PROVIDED ON ATTACHED SF18 FORM OR ON COMPANY LETTERHEAD.

(iv) Date(s) and place(s) of acceptance and f.o.b. point (see part 47).

Period of performance shall be:
The period of performance for this contract shall not exceed sixty (60) calendar days from the date of award by the Contracting Office (CO).

Place of Performance is
National Weather Service Forecast Office
1 Weather Lane
Gray, ME 04039-9407
Cumberland, County

(v) A list of solicitation provisions that apply to the acquisition (see 12.205(a)) can be found on the Request for Quote Form SF18 attachment in Section 5 Other Contract Terms and Conditions.

RFO 52.237-1 Site Visit (Apr 1984) (Deviation Jan 2026)
Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

A site visit is highly recommended but not required. Vendors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Please contact Matthew.Tefft@noaa.gov at his office number 207-370-5408 or on his mobile 207-314-1400 to set up a time to visit the site. If Matthew is not available please contact Charlotte.Carroll@noaa.gov at 207-200-1105. All questions during the site visit should be submitted electronically to Casey.Keating@noaa.gov.

(vi) A list of contract clauses that apply to the acquisition (see 12.205(b)) can be found on the Request for Quote Form SF18 attachment in Section 4 Contract Terms and Conditions.

(vii) Quotes are required to be received in the contracting office no later than 2:30 MT/MST on 08/17/2026. All quotes must be submitted electronically via email to casey.keating@noaa.gov.

THE GOVERNMENT DOES NOT ACCEPT RESPONSIBILITY FOR NON-RECEIPT OF QUOTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST AND RECEIVE A CONFIRMATION OF THE QUOTE RECEIPT.

(viii) Any other additional information required by 5.101(c).

A PAYMENT BOND OR IRREVOCABLE LETTER OF CREDIT WILL BE REQUIRED UNLESS YOUR QUOTE IS UNDER $35,000.00. TO BE PROVIDE WITHIN 10 DAYS FROM AWARD.

Per NOAA Deviation 2025-02/03: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Contracting officers will not consider those representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF PAGES 41

1. REQUEST NUMBER	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NUMBER	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
1305M326Q0395	08/03/2026			

5a. ISSUED BY
WAD-SAP
325 BROADWAY, SOU6
BOULDER CO 80305

6. DELIVER BY *(Date)*
60 Days After Award

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL *(NO COLLECT CALLS)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
CASEY KEATING	303	578-2579

9. DESTINATION
a. NAME OF CONSIGNEE
PORTL& WFO (GRAY) MAINE

8. TO:

a. NAME	b. COMPANY

b. STREET ADDRESS
P.O. BOX 1208

c. STREET ADDRESS

c. CITY
GRAY

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
			ME	04039-1208

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
08/17/2026 1430 MD

IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	NOTICE: THE GOVERNMENT DOES NOT ACCEPT RESPONSIBILITY FOR NON-RECEIPT OF QUOTES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST A CONFIRMATION OF THE QUOTE RECEIPT. UNIQUE ENTITY ID _____ CAGE CODE _____ OFFEROR MAY SUBMIT THE QUOTE ON THIS SF-18 FORM OR THEIR OWN COMPANY FORM. QUOTES WILL BE EVALUATED BASED ON (RFO 52.212-2) IN ATTACHED CLAUSES & PROVISIONS. VENDORS WHO DO NOT PROVIDE Continued...				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME *(Type or print)*	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE *(Type or print)*	NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (REV. 6/1995)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ALL EVALUATION CRITERIA PER 52.212-1 AND 52.212-2 WILL NOT BE ACCEPTED. THE OFFEROR MUST BE CURRENTLY REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) TO BE ELIGIBLE FOR AN AWARD. QUOTES RECEIVED FROM CONTRACTORS WHO ARE NOT ACTIVE IN SAM WILL NOT BE CONSIDERED. TOTAL SMALL BUSINESS SET-ASIDE, FIRM-FIXED PRICE PURCHASE ORDER TO BE AWARDED TO THE LOW PRICED, TECHNICALLY ACCEPTABLE QUOTE. THE GENERAL DECISION (GD) ME20260050, REVISION 2 POSTED ON 07/28/2026 WILL BE INCORPORATED AND MAY BE VIEWED AT WWW.SAM.GOV BONDING/LOC WILL NOT BE REQUIRED UNLESS YOUR QUOTE IS OVER $35K.				
0001	Construction Services, non-personal, to provide all supervision, labor, tools, materials and equipment (unless otherwise provided herein) necessary to complete the roof replacement as per the attached Statement of Work (SOW) at the Gray, ME Weather Forecast Office (WFO). The quoter shall provide all labor, supervision, materials, equipment, disposal, and incidentals necessary to complete the work. Product/Service Code: Z1AA				

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Section 2 - Combined Synopsis/Solicitation

Statement of Work SOW

1.0 GENERAL

1.1 BACKGROUND
The National Weather Service (NWS) has a requirement for Roof Replacement on the Cooperative Program Manager (CPM) building located at Gray, ME.

New roof installations are necessary to prevent asset failures that could result in downtime, safety issues, and operational shutdowns. Focus is on preventing water intrusion from the exterior.

1.2 SCOPE
A new roof will be installed on a standalone building in which the roof is approximately twelve (12) feet above grade. The existing flat roof area is approximately 20 ft X 20 ft. The new roofing system will be applied over an existing single rubber roof system already in place.

The scope of work requires edge buildup, installation of approximately four hundred (400) sq ft. of insulation board on top of the existing roof membrane, and installation of four hundred (400) sq ft. of new EPDM synthetic rubber membrane. The selection of membrane must have the following characteristics: highly flexible, UV-resistant, large sheet width.

The new roofing system shall be 100% reliable and warranted by the roofing manufacturer for a minimum of twenty (20) years.

1.3 OBJECTIVE
The purpose of this contract is to install a new insulation and membrane over the existing roof which is beyond its life expectancy. A planned solution is necessary to prevent outside environmental conditions from entering the building per industry standards.

1.4 APPLICABLE DOCUMENTS

1.4.1 COMPLIANCE DOCUMENTS
The following documents provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this contract:

29 CFR 1910, Occupational Safety and Health Standards (Occupational Safety and Health Administration 1970)
NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations (National Fire Protection Agency 2022)

1.4.2 REFERENCE DOCUMENTS
The following documents may be helpful to the contractor in performance of their work:

• ATTACHMENT 1: Site Photos
o existing roof conditions

2.0 SPECIFIC REQUIREMENTS/TASKS

The contractor shall provide the labor, tools, supplies, materials, transportation, services, and supervision required to perform all work outlined in this Statement of Work (SOW).

If there are discrepancies in this document, the Contactor shall ask for clarification from the CO prior to bid. If no clarification is requested, the CO's judgement shall rule.

The contractor shall discuss their sequence of work with the COR and LPOC to avoid any disruptions during their planned plumbing work. The LPOC will initiate internal notifications to building occupants and those affected by any planned tasks.

The NWS has no designated area to store any hazardous or flammable chemicals or materials used in the course of the contractor's work tasks and these are not to be stored on site.

The contractor shall clean up all work areas at the end of each day.

2.1 TASK ONE: DEMOLITION

2.1.1 Scheduling: Plan work to avoid negative impact from precipitation or severe weather events to ensure the installation remain meet manufacturer's installation guidelines and warranty.

2.1.2 Removal Details: The Contractor shall remove all existing flashing materials.

2.1.3 Logistics: The contractor shall make arrangements for use of their own dumpster. No trash or debris is to be placed into Government trash receptacle(s) or left behind.

2.1.4 Disposals: The contractor is responsible for transport of all removed roofing materials to a commercial transfer site.

2.2 TASK TWO: ROOF SURFACE PREPARATION AND INSULATION

2.2.1 Inspection and Substrate Preparation: The contractor shall prepare and inspect the wooden framing below the deck. Inform the COR and/or TPOC of any damage. Repairs shall be completed using industry-standard methods, such as patching, filling, or partial replacement.

2.2.2 The summary of work as aligned with the Construction Specifications Institute (CSI) MasterFormat Specification Library as follows:

• Standard rough carpentry per Section 06 10 00 Rough Carpentry.
• Roof membrane, insulation, membrane flashings, associated components and accessories per Section 07 53 23 EPDM Roofing.

2.2.3 Install one (1) layer of blocking to meet the new height of the roof.

2.2.4 Install approximately four hundred (400) sq ft of one (1) layer of 1.5" isocyanurate insulation board

(rigid, closed-cell foam) with a minimum R-Value of 5.7 using fasteners and plates.

• New insulation shall be mechanically fastened through the existing ISO insulation and into the structural deck below.

2.3 TASK THREE: ROOF MEMBRANE and FLASHING INSTALLATION

2.3.1 Material Specifications: The system shall be a fully adhered EPDM roof membrane, 60 mil (0.060-inch), color black. All components, including membranes, flashing, cleaners, primers, adhesives, sealants and accessories must be compatible and from the same manufacturer.

2.3.2 System Requirements: Provide new insulation and EPDM membrane. Installation must include all flashings to match existing conditions.

2.3.3 The summary of work as aligned with the Construction Specifications Institute (CSI) MasterFormat Specification Library as follows:

• Roof membrane, insulation, membrane flashings, associated components and accessories per Section 07 53 23 EPDM Roofing.
• Sheet metal, components, and accessories per Section 07 60 00 Flashing and Sheet Metal.
• Replacement of sealant systems per Section 07 92 00 Sealants for Roofing and Sheet Metal.

2.3.4 Install approximately four hundred (400) sq ft of membrane; use wide rolls, minimize seams to no more than two (2) lengthwise, preference is one (1).
• Install new roof system over the existing single roof system already in place.

2.3.5 Install approximately eighty (80) feet of new edge metal around the perimeter on all four (4) sides after membrane is in place.
• Note: Contractor shall provide available color options. The COR shall make a final color selection for the metal edge material. Product must have a factory applied paint to the metal.

2.3.6 Any standard industry tasks necessary to ensure a waterproof installation are included in this contract, even if not specifically mentioned.

2.3.7 Warranty: All products and installation methods must meet manufacturer standards for a full warranty and guarantee. This requirement takes precedence over other product specifications.

2.4 TASK FOUR: ROOF INSPECTION, GOVERNMENT WALKTHROUGH, MANUFACTURER'S WARRANTY

The following are requirements regarding inspections and warranty documentation for the roof portion of the project:

2.4.1 Final Walkthrough: As soon as is practical, the contractor shall schedule a final warranty walkthrough. This must include the COR and/or LPOC to ensure the installation meets all contract requirements, industry practices, and manufacturer criteria.

2.5.3 Warranty Requirements: The new roofing system shall include a minimum (20) twenty-year

membrane warranty.

3.0 CONTRACTOR PERSONNEL

3.1 QUALIFIED PERSONNEL
The Contractor shall provide qualified personnel to perform all requirements specified in this SOW.

Roofers shall be certified in the application of roofing materials and products by the roof manufacturer.

Field personnel shall be trained in OSHA 29 CFR 1910 and the proper use of PPE.

Field personnel working on the rooftop must be trained on hazard recognition and safety when working near a roof edge.

All work shall be performed and completed in a workmanship-like manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

3.2 PROJECT MANAGER
The contractor shall provide a one (1) Project Manager who shall be responsible for all contractor work performed under this SOW. The Project Manager shall be a single point of contact for the COR.

3.3 EMPLOYEE IDENTIFICATION
Contractor employees visiting Government facilities shall wear an identification badge that, at a minimum, displays the Contractor name, the employee's photo, the employee's name, and badge expiration date. Visiting Contractor employees shall comply with all Government escort rules and requirements. All Contractor employees shall identify themselves as Contractor employees when their status is not readily apparent and shall display all identification and visitor badges in plain view above the waist at all times.

Contractors shall sign in and out of the location upon their arrival and departure daily.

3.4 EMPLOYEE CONDUCT
Contractor's employees shall comply with all applicable Government regulations, policies, and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, etc.) when visiting or working at Government facilities. The Project Manager shall ensure Contractor employees understand and abide by Department of Commerce (DOC) established rules, regulations and policies concerning safety and security.

3.5 REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS
The Government may, at its sole discretion (in coordination with the CO where practical), direct the Contractor to remove any Contractor employee from DOC facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The CO will provide the Contractor with a written explanation to support any request to remove an employee.

4.0 OTHER APPLICABLE CONDITIONS
The LPOC is assigned for site access, escort, and face to face coordination only. All contract related

questions, interpretations, project coordination, technical interaction and direction shall be through the COR and CO only.

4.1 PERIOD OF PERFORMANCE
The period of performance for this contract shall not exceed sixty (60) calendar days from the date of award by the Contracting Office (CO).

4.2 PLACE OF PERFORMANCE
The primary place of performance will be the Department of Commerce at:

National Weather Service Forecast Office
1 Weather Lane
Gray, ME 04039-9407
Cumberland, County
The Davis Bacon General Decision ME20260050 Modification 2 Dated 07/28/2026 for Construction Type Building is applicable and the contractor's responsibility to comply with for Cumberland County, ME.

4.3 HOURS OF OPERATION
Contractor employees shall generally perform all work between the hours of 8:00 AM and 5:00 PM local time, Monday through Friday (except Federal holidays).

Contractor is to plan all tasks with weather forecasts in mind; do not expose the interior of the building to water intrusion from the exterior. Start/Stop of roofing tasks shall be planned between the hours of 8:00 AM and 5:00 PM EST. Do not start work that cannot be finished within this window. Any exceptions must be approved in advance.

4.4 FEDERAL HOLIDAY SCHEDULE
Contractor agrees to observe all Federal Holidays, and any other day off work designated by Federal Statute, Executive Order, or Presidential Proclamation.

4.5 ACCIDENT PREVENTION

4.5.1 Site Safety

• Any worker injuries shall be brought to the attention of the COR and LPOC immediately.
• Workers shall deposit soiled solvent cleaning rags and waste materials in metal containers approved for that purpose; dispose of such items off-site at end of each day's work.
• Contractor tools that exhaust fumes cannot be located near building intakes while in use.
• The contractor shall provide and maintain work environments and procedures which will:
o Safeguard the public and Government personnel, property, materials, supplies and equipment exposed to contractor operations and activities.
o Utilize appropriate safety barricades and signage.

5.0 GOVERNMENT TERMS & DEFINITIONS

CFR Code of Federal Regulations
CO Contracting Officer

COR Contracting Officer's Representative
DOC Department of Commerce
EPA Environmental Protection Agency
LOTO Lockout/Tagout
LPOC Local Point of Contact
NOAA National Oceanic and Atmospheric Administration
NWS National Weather Service
OEM Original Equipment Manufacturer
P/N Part Number
POC Point of Contact
SDS Safety Data Sheet
SOW Statement of Work
TPOC Technical Point of Contact
WFO Weather Forecast Office

6.0 GOVERNMENT FURNISHED RESOURCES
The Government will provide the Contractor with access to the job site as necessary for performance of the work.

7.0 CONTRACTOR FURNISHED PROPERTY
The Contractor shall furnish all materials, equipment, and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in this SOW. The contractor shall make arrangements for delivery, use, and removal of their own dumpster(s).

• The NWS on-site trash dumpster shall NOT be used by the contractor for the disposal of any construction debris.

8.0 GOVERNMENT ACCEPTANCE PERIOD

8.0.1 The COR will review deliverables prior to acceptance and provide the Contractor with notification via electronic mail that provides documented reasons for non-acceptance.

8.0.2 The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing of the specific reasons for rejection.

8.0.3 The COR will have three (3) business days to review deliverables and make comments. The Contractor shall have seven (7) business days to make corrections and redeliver.

9.0 DELIVERABLES
The Project Manager shall provide a field report to the COR and LPOC via electronic mail. This report shall include a summary of all Contractor work, photos, product specification datasheet, warranty documentation, use and care guidelines, and any Contractor concerns or recommendations.

The contractor shall leave the worksite in a clean condition.

10.0 GOVERNMENT POINT OF CONTACT

Contracting Officer's Representative (COR):
Facilities Engineering Technician (FET)
Matthew.Tefft@noaa.gov
207-370-5408 Office
207-314-1400 Mobile

Local Point of Contact (LPOC)
Charlotte.Carroll@noaa.gov
207-200-1105

Deliverable	Due Date/First Instance Due	Recurring

Section 3 - Line Items and Attachments

List of Line Items

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	Construction Services, non-personal, to provide all supervision, labor, tools, materials and equipment (unless otherwise provided herein) necessary to complete the roof replacement as per the attached Statement of Work (SOW) at the Gray, ME Weather Forecast Office (WFO). The quoter shall provide all labor, supervision, materials, equipment, disposal, and incidentals necessary to complete the work. Product/Service Code: Z1AA				

List of Attachments

Attachment Number	Title
1	142010-26-0142 Attachment 1 Site Photos
2	1305M326Q0395 Attachment 2 General Decision

Section 4 - Contract Terms and Conditions

RFO 52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

RFO 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

RFO 52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation JAN 2026)

RFO 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation JAN 2026)

RFO 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation JAN 2026)

RFO 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation JAN 2026)

FAR 52.222-3 Convict Labor. (JUN 2003)

RFO 52.222-6 Construction Wage Rate Requirements. (AUG 2018) (Deviation JAN 2026)

FAR 52.222-7 Withholding of Funds. (MAY 2014)

FAR 52.222-8 Payrolls and Basic Records. (JUL 2021)

FAR 52.222-10 Compliance With Copeland Act Requirements. (FEB 1988)

RFO 52.222-11 Subcontracts (Labor Standards). (MAY 2014) (Deviation JAN 2026)

RFO 52.222-12 Contract Termination - Debarment. (MAY 2014)

RFO 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

FAR 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

RFO 52.222-15 Certification of Eligibility. (MAY 2014)

RFO 52.222-19 Child Labor-Cooperation with Authorities and Remedies. (JAN 2025) (Deviation JAN 2026)

RFO 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020) (Deviation JAN 2026)

RFO 52.222-50 Combating Trafficking in Persons. (OCT 2025) (Deviation JAN 2026)

RFO 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)

FAR 52.222-62 Paid Sick Leave Under Executive Order 13706. (JAN 2022)

RFO 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts. (MAY 2024) (Deviation JAN 2026)

RFO 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2024)

RFO 52.223-23 Sustainable Products. (MAY 2024) (Deviation JAN 2026)

RFO 52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

RFO 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

RFO 52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

RFO 52.232-27 Prompt Payment for Construction Contracts. (JAN 2017)

RFO 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

RFO 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

RFO 52.233-3 Protest after Award. (AUG 1996) (Deviation JAN 2026)

RFO 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation JAN 2026)

RFO 52.236-5 Material and Workmanship. (APR 1984) (Deviation JAN 2026)

RFO 52.236-7 Permits and Responsibilities. (NOV 1991) (Deviation JAN 2026)

RFO 52.236-17 Layout of Work. (APR 1984) (Deviation JAN 2026)

RFO 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

RFO 52.240-91 Security Prohibitions and Exclusions. (Deviation JAN 2026)

RFO 52.242-14 Suspension of Work. (APR 1984)

RFO 52.243-5 Changes and Changed Conditions. (APR 1984) (Deviation JUN 2025)

RFO 52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (DEVIATION April 2026)

RFO 52.246-12 Inspection of Construction. (AUG 1996)

RFO 52.246-21 Warranty of Construction. (MAR 1994)

CAR 1352.201-70 Contracting Officer's Authority. (MAR 2010)

CAR 1352.209-73 Compliance with the laws. (APR 2010)

CAR 1352.209-74 Organizational conflict of interest. (APR 2010)

FAR Deviations 52.222-9 Apprentices and Trainees (JUL 2005) (DEVIATION FEB 2025)

DEPARTMENT OF COMMERCE CLAUSES FULL TEXT INFORMATION

FOR FULL TEXT OF COMMERCE ACQUISITION CLAUSES OR PROVISIONS YOU MAY TO GO THE FOLLOWING WEBSITE:
http://www.ecfr.gov/cgi-bin/textidx?
sid=2d08a6e69af3b9bb1a7be4eae370d256&c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv5_02.tpl#1300

Standard Language UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

The Department of Commerce will utilize the FedConnect® web portal in administering this award. The contractor must be registered in FedConnect® and have access to the FedConnect® website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect®.

RFO 52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation JAN 2026)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by

reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g*., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA,

TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

RFO 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION April 2026)

(a) *Definitions*. As used in this clause-

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs;

associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

RFO 52.225-9 Buy American - Construction Materials. (OCT 2022) (Deviation JAN 2026)

(a) *Definitions*. As used in this clause-

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components,

except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel

content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(*1*) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(*2*) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(*1*) of this clause.

(*3*) The procedures in paragraph (b)(3)(i)(A)(*2*) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*. (*1*) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(*2*) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(*1*) of this clause.

(*3*) The procedures in paragraph (b)(3)(i)(B)(*2*) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute*. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	**Unit of measure**	**Quantity**	**Price (dollars)***
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)]*.

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

RFO 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/browse/index/far

(End of clause)

RFO 52.252-6 Authorized Deviations in Clauses. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation (48 CFR 1352) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

CAR 1352.201-72 Contracting Officer's Representative (COR). (APR 2010)

(a) The Contracting Officer's Representative (COR) will be identified under separate cover after award. The COR may be changed at any time by the Government without prior notice to the contractor by issuance of a new appointment letter. The location of the COR will be provided at the issuance of the COR appointment letter.

(b) The responsibilities and limitations of the COR are as follows:
(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

NOAA Acquisition Manual 1330-52.222-70 NOAA SEXUAL ASSAULT AND SEXUAL HARASSMENT PREVENTION AND RESPONSE POLICY (MAY 2018)

In accordance with NOAA Administrative Order (NAO) 202-1106, NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy, it is the policy of NOAA to maintain a work environment free from sexual assault and sexual harassment. NOAA prohibits sexual assault and sexual harassment

by or of any employee, supervisor, manager, contractor, vendor, affiliate, or other individual with whom NOAA employees come into contact by the virtue of their work for NOAA.

(a) Definitions.

Contractor Employees - The term “contractor employees,” as used in this solicitation and contract language, refers to employees of the prime contractor or its subcontractors, affiliates, consultants, or team members.

Sexual Assault - The term sexual assault, as used in this solicitation and contract language, means any conduct proscribed by state or federal sexual abuse laws, including, but not limited to, those defined in chapter 109A of title 18 of the U.S. Code (sexual abuse), and assaults committed both by offenders who are strangers to the victim and by offenders who are known or related by blood or marriage to the victim.

Sexual Harassment - As defined by the Equal Employment Opportunity Commission, sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when any of the following are true:

● Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;

● Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;

● The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

The main characteristics of sexual harassment are that the harasser's conduct is targeted against the recipient’s sex, gender identity, or sexual orientation, and is unwelcome to the recipient. It may include, but is not limited to: offensive jokes, slurs, epithets or name calling, undue attention, physical assaults or threats, unwelcome touching or contact, intimidation, ridicule or mockery, insults or put-downs, constant or unwelcome questions about an individual's identity, and offensive objects or pictures.

(b) Requirements.

1. It is the responsibility of the contractor to ensure that contractor employees maintain the highest degree of conduct and standards in performance of the contract. In support of this, NOAA urges its contractors to develop and enforce comprehensive company policy addressing sexual assault and sexual harassment.

2. The contractor shall include wording substantially the same as this solicitation and contract language in every subcontract so that it is binding upon each subcontractor.

3. If a contractor employee observes or is the object of sexual assault or sexual harassment, he or she is highly encouraged to report the matter, as soon as possible, to their immediate supervisor, the COR, subset of the COR (e.g. Task Manager or Assistant COR), or contracting officer (CO) if a COR is not assigned to the contract. The contract employee may also contact the NOAA Civil Rights Office to obtain

guidance on reporting instances of sexual assault or sexual harassment. If deemed necessary, the contractor employee may also report such instances to local law enforcement. In the case where the incident occurs while performing at a remote location, such as at sea or in the field (at a field camp or other isolated location) where the above referenced individuals are unavailable, the contractor employee should follow the reporting procedure set forth in NAO 202-1106, Section 6.07, Reporting from Remote Locations.

4. Swift reporting allows NOAA and the contractor to take the appropriate measures to ensure that offensive behavior stops and the complainants' needs are addressed.

5. The COR (if assigned), CO, and contractor, where applicable, will work together to ensure appropriate action is taken in accordance with applicable laws and regulations, contract terms and conditions, and the contractor's written policy (where applicable).

6. The contractor shall provide all contractor employees assigned to perform under this contract with mandatory sexual assault and sexual harassment prevention and response training in compliance with the requirements of NAO 202-1106, Section 5, Prevention Training and Awareness, as part of their initial in-processing and on an annual basis thereafter. The initial training shall be completed within [ ] business days (30 unless a different number is inserted) of contract award or the date a contractor employee is assigned to perform under the contract, as applicable.

Evidence of initial training by name and date completed for each contractor employee, shall be submitted to the COR or contracting officer (if no COR assigned) within 10 business days of completion.

Evidence of annual training by name and date completed for each contractor employee shall be submitted to the COR or contracting officer (if no COR assigned) no later than March 1st of each calendar year of contract performance.

7. The mandatory sexual assault and sexual harassment training provided by the contractor shall include the required elements set forth by NOAA's Workplace Violence Program Manager. A link to the website including the required elements of the training is provided at https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial. The website will also provide training materials and resources to assist the contractor in conducting the training. The contractor may provide training that solely addresses the NOAA required elements or may supplement existing company sexual assault and sexual harassment training in a manner that ensures all of the elements are adequately addressed.

8. The required elements of the training and resources available to the contractor for the training may be updated by NOAA periodically. The contractor is responsible for monitoring the website and incorporating any changes to the NOAA required elements into the contractor provided training.

9. NOAA's Workplace Violence Program Manager, COR, or CO may periodically review the contractor's training outline to ensure all required elements are included and, if necessary, any appropriate adjustments are made to the training by the contractor.

10. Contractor employees performing on assignments in a remote location, such as at a field camp or other isolated locations, are subject to receiving the same briefing on the parameters of the order provided to NOAA employees as set forth in Section 6 of NAO 202-1106.

11. The contractor shall provide a copy of this solicitation and contract language and NAO 202-1106 to contractor employees.

(c) Sexual Assault/Sexual Harassment (SASH) Helpline.

For NOAA employees, affiliates, and contractors who have experienced sexual assault or sexual harassment, NOAA has established the NOAA Sexual Assault/Sexual Harassment (SASH) helpline. This helpline is designed to provide crisis intervention, referrals, and emotional support to those who are victims and/or survivors of sexual harassment or sexual assault within the workplace. Contractor employees may use the helpline to receive live, confidential, one-on-one support in an occurrence of sexual harassment or assault by a Federal Government employee.

All services are anonymous, secure, and available worldwide, 24 hours a day, seven days a week. The NOAA SASH helpline is accessible through a variety of channels, including:

● Phone: 1-866-288-6558

● Website & Online Chat: https://www.noaasashhelpline.org/

● Mobile App: NOAA SASH Helpline (available via iOS and Android App Stores)

● Text: (202) 335-0265

(d) Confidentiality.

Any party receiving information from the filing of a complaint alleging sexual assault or sexual harassment, or while performing an investigation into such a complaint, shall keep the information confidential. “Confidentiality” means that the information shall only be shared with others who have a need to know the information to conduct their official duties.

(e) Remedies.

In addition to other remedies available to the Government, contractor employee violations of Federal requirements (e.g., law, statutes, executive orders, code, rules, regulations) applicable to sexual assault and sexual harassment and/or failure to complete the mandatory training set forth in this solicitation and contract language, may result in:

1. Requiring the contractor to remove a contractor employee or employees from the performance of the contract;

2. Requiring the contractor to terminate a subcontract;

3. Suspension of contract payments until the Contractor has taken appropriate remedial action;

4. Termination of the contract for default or cause, in accordance with the termination clause of this contract;

5. Suspension or debarment; or

6. Other appropriate action.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.232-71 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2023)

The Contractor must submit payment requests electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP). The Contractor must use the IPP website to register, access, and submit payment requests. The IPP website address is https://www.ipp.gov.

"Payment request" means any request for contract financing payment or invoice payment to the Contractor. To be considered proper, invoices must be prepared in accordance with, and contain all elements specified in, the contract payment clause (e.g., FAR 52.212-4(g), FAR 52.232-25(a)(3), FAR 52.232-26(a)(2), FAR 52.232-27(a)(2)).

The Contractor must include the following documents as attachments to payment requests submitted through the IPP: .

If the Contractor is unable to comply with the requirement to submit payment requests through the IPP due to a threat to national security; a matter of unusual or compelling urgency; or because the political, financial, or communications infrastructure of a foreign country does not support access to the IPP, the Contractor must request an exception in writing. Contact the Contracting Officer for more information about requesting an exception.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-70 CONTRACTOR COMMUNICATIONS

(a) A contractor employee shall be identified both by the individual’s name and the contractor’s name when:

● Included in NOAA’s locator, and

● When submitting any type of electronic correspondence to any NOAA employee or stakeholder.

(b) Any written correspondence from a contractor or any contractor employee shall be printed on company/organization letterhead or otherwise clearly identify the sender as an employee of the company or organization and shall identify the contract number.

(c) Contractors and/or contractor employees shall clearly identify themselves as such in any verbal communications, whether in informal discussion or a formal meeting.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-71 NOAA GOVERNMENT-CONTRACTOR RELATIONS - NON-PERSONAL SERVICES CONTRACT (SEPT 2017)

(a) The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services as defined in FAR Part 37, Service Contracting, and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties an understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

1. Be placed in a position where they are under relatively continuous supervision and control of a Government employee.

2. Be placed in a position of command, supervision, administration, or control over Government personnel or over personnel of other contractors performing under other NOAA contracts.

(c) The services to be performed under this contract do not require the contractor or the contractor's personnel to exercise personal judgment and discretion on behalf of the Government. Rather, the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.

(d) Rules, regulations, directives, and requirements that are issued by the Department of Commerce and NOAA under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation and facilities, who are provided access to Government systems, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Both parties are responsible for monitoring contract activities for indications of improper employee-employer relationships during performance. In the event a situation or occurrence takes place inconsistent with this contract language, the following applies:

1. The contractor shall notify the contracting officer in writing within 5 business days from the date of any situation or occurrence where the contractor considers specific contract activity to be inconsistent with the intent of this contract language. The notice must include the date, nature and circumstance of the situation or occurrence, the name, function and activity of each Government employee or contractor employee involved or knowledgeable about the situation or occurrence, provide any documents or the substance of any oral communications related to the activity, and an estimated date by which the Government is recommended to respond to the notice in order to minimize cost, delay, or disruption of performance.

2. The contracting officer will review the information provided by the contractor, obtain additional information (if needed), and respond in writing as soon as practicable after receipt of the notification from the contractor. The contracting officer's response will provide a decision on whether the contracting officer determines the situation or occurrence to be inconsistent with the intent of this contract language and, if deemed necessary, will specify any corrective action(s) to be taken in order to resolve the issue.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.237-72 CONTRACTOR ACCESS TO NOAA FACILITIES (SEPT 2017)

(a)

1. The performance of this contract requires employees of the prime contractor or its subcontractors, affiliates, consultants, or team members ("contractor employees") to have access to and to the extent authorized, mobility within, a NOAA facility.

2. NOAA may close and or otherwise deny contractor employees access to a NOAA facility for a portion of a business day or longer for various reasons including, but not limited, to the following events:

i. Federal public holidays for Federal employees in accordance with 5 U.S.C. 6103;

ii. Fires, floods, earthquakes, and unusually severe weather, including but not limited to snow storms, tornadoes, and hurricanes;

iii. Occupational safety or health hazards;

iv. Lapse in Appropriations; or

v. Federal Statute, Executive Order, Presidential Proclamation, or any other unforeseen reason.

3. In such events, the contractor employees may be denied access to a NOAA facility that is ordinarily available for the contractor to perform work or make delivery, as required by the contract.

(b) In all instances where contractors are denied access or required to vacate a NOAA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, either directly or through the COR, which could include continuing on-site performance during the NOAA facility closure period; however, if Government oversight is required and is not available, on-site performance shall not be allowed. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts, for example, performing required work off- site if possible or reassigning personnel to other activities if appropriate.

(c) The contractor shall be responsible for monitoring the Office of Personnel Management at opm.gov, the local radio, television stations, NOAA web sites, and other communication channels. Once the facility is accessible, the contractor shall resume contract performance as required by the contract.

(d) For the period that NOAA facilities were not accessible to contractors who required access in order to perform the services, the contracting officer may—

1. Adjust the contract performance or delivery schedule for a period equivalent to the period the NOAA facility was not accessible;

2. Forego the work; or

3. Reschedule the work by mutual agreement of the parties.

(e) Notification procedures of a NOAA facility closure, including contractor denial of access, are as follows:

1. The contractor shall be responsible for notification of its employees of the NOAA facility closure to include denial of access to the NOAA facility. The dismissal of NOAA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NOAA facility closure in which contractors are denied access. Moreover, the leave status of NOAA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NOAA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.

2. Access to Government facilities and resources, including equipment and systems, will be limited and personnel necessary to administer contract performance may not be available. Generally, supply and service contracts that are funded beyond the date of the lapse in appropriation and do not require access to Government facilities, active administration by Government personnel or the use of Government resources in a manner that would cause the Government to incur additional obligations during the lapse in appropriation may continue. If a delivery date for a contract falls during the period of a lapse in appropriations, Government personnel may not be available to receive delivery. Contractors are directed to consult with a contracting officer before attempting to make a delivery. Contracting officers will be available throughout the lapse in appropriation period to provide guidance.

Once OMB guidance is given, CORs, in consultation with the contracting officer, will notify those contractors that are deemed by the Program Office to be performing excepted work and identify the contractor personnel requiring access to NOAA facilities. CORs will also coordinate directly with facility management or physical security personnel at respective locations to ensure that the names of contractor personnel requiring access to Government facilities during the lapse in appropriations are provided to physical security personnel.

Contractors who are not designated as performing excepted work are not allowed access to Government facilities or to utilize Government resources in a manner that would incur any additional obligation of funding on behalf of the Government during the lapse in appropriation.

3. Unless otherwise specified within the contract award, contractors requiring access to NOAA facilities outside normal business hours or outside the normal workweek shall submit a written request in writing through the COR to the contracting officer. The written request shall provide justification supporting the required access and be submitted [ ] hours/days (contracting officer insert number of days. If blank, 72 hours applies) before access to the NOAA facility is needed.

(End of solicitation and contract language)

NOAA Acquisition Manual 1330-52.243-70 REQUESTS FOR EQUITABLE ADJUSTMENT (OCT 2017)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the contractor believes the Government is liable. The request shall include only costs for performing the change. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) Any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

_____

(Official's Name)

_____

(Title)

(c) The certification in paragraph (b) of this solicitation and contract language requires full disclosure of all relevant facts, including:

1. Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

2. Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this solicitation and contract language does not apply to:

1. Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

2. Final adjustments under an incentive provision of the contract.

(End of solicitation and contract language)

Section 5 - Other Contract Terms and Conditions

Provisions List

RFO 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)

RFO 52.204-7 System for Award Management-Registration. (NOV 2024) (Deviation JAN 2026)

RFO 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation JAN 2026)

FAR 52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)

RFO 52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)

RFO 52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation JAN 2026)

RFO 52.223-1 Biobased Product Certification. (MAY 2024) (Deviation JAN 2026)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

RFO 52.237-1 Site Visit. (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

A site visit is highly recommended but not required. Vendors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Please contact Matthew.Tefft@noaa.gov at his office number 207-370-5408 or on his mobile 207-314-1400 to set up a time to visit the site. If Matthew is not available please contact Charlotte.Carroll@noaa.gov at 207-200-1105. All questions during the site visit should be submitted electronically to Casey.Keating@noaa.gov.

RFO 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/browse/index/far

(End of provision)

RFO 52.252-5 Authorized Deviations in Provisions. (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any Commerce Acquisition Regulation (48 CFR chapter 1352) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

CAR 1352.215-72 Inquiries. (APR 2010)

QUOTERS MUST SUBMIT ALL QUESTIONS CONCERNING THIS SOLICITATION IN WRITING VIA EMAIL TO CASEY.KEATING@NOAA.GOV. QUESTIONS SHOULD BE RECEIVED NO LATER THAN 12PM MST Wednesday, August 12, 2026. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.
(End of clause)

CAR 1352.233-70 Agency protests. (APR 2010)

(a) An agency protest may be filed with either: (1) The contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:
Casey Keating
casey.keating@noaa.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: Noah Nielsen
noah.nielsen@noaa.gov

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

(End of clause)

CAR 1352.233-71 GAO and Court of Federal Claims protests. (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482-5858.

(End of clause)

Section 6 - Instructions to Offerors

Addendum to FAR 52.212-1 Addendum to FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (SEP 2023) (Deviation JAN 2026)

1. Email quotes are required and can be sent to casey.keating@noaa.gov Submit PDF or Microsoft Word format quotations to the office specified in this solicitation at or before the time specified in the solicitation.

2. Quoters shall have an active registration in the System for Award Management (https://sam.gov/content/home) in order to provide a quote and be eligible for award.

3. Quotes shall include:
* Signed copies of the SF 18 and SF 30(s) to acknowledge the solicitation and any applicable amendments
* Quoter's UEID/CAGE CODE
* Responses to each item listed below. Quoters should assume that the Government has no prior knowledge of them or their experience and capability.

Technical Approach/Capability. No more then 2/3 pages.
Provide details describing the Quoter's overall technical approach to convey the Quoter's understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work. A detailed technical approach write-up describing how the Quoter will perform this service is required to be submitted regardless of whether a site visit was made or not. The technical approach write-up must not be a reiteration of the Statement of Work, but how Quoter's company plans on performing the tasks listed in the attached Statement of Work (i.e., performance checklists, anticipated number of employees, anticipated hours at the facility and/or confirmation of supplies being provided, etc.).

The Quoter's past performance on contracts performing the same or similar requirements as described in the Statement of Work. Include a brief description of the contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management, and customer satisfaction. The quote must address the warranty per the SOW.

Past Experience. No more then 2/3 pages.
The quoter's past experience on related contracts should be provided to determine, as appropriate, successful performance of contract requirements, date of project start and completion (must have been completed within the last two years), quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management and customer satisfaction. Quoter's shall be licensed and insured to perform this type of work and should address this in their quote.

Price.
Quotes should include best and final pricing for all labor and materials to complete the Statement of Work.

The total estimated price range for this procurement is $14,692 - $17,956. The Government may select a quote for award with a price below, at, or exceeding this figure, depending on which quote is the lowest-priced technically acceptable.

RFO 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation JAN 2026)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include-

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

Section 7 - Evaluation

RFO 52.212-2 Evaluation-Commercial Products and Commercial Services. (NOV 2021) (Deviation JAN 2026)

Quotes will be evaluated based on the factors set forth in paragraph (a) using Lowest Price, Technically Acceptable (LPTA) procedures. Each evaluation criteria will be assessed as does not meet, meets, exceeds and not applicable if not provided. See instructions for what is required each quote to include, if any of the instruction requirements are not met than the quote may not be accepted or evaluated.

a) The Government will award a contract resulting from this solicitation to the responsible Quoter whose quote, conforming to the solicitation, is determined to be technically acceptable and offers the lowest evaluated price. Award will be made without tradeoffs. Evaluation will be based on the following pass/fail criteria:

1. Technical Approach. The Quoter's overall technical approach will be evaluated to assess the Government's level of confidence in the Offeror’s understanding of, approach to, and ability to successfully perform the requirements as described in the Statement of Work.
2. Experience. The Quoter's background, experience, and qualifications (relevant past projects performing similar services, certifications related to current requirement, etc.) will be assessed to determine the likelihood that the Offeror can successfully perform the contract requirements.
3. Price. The Government intends to award a LPTA, single firm-fixed-price contract. Evaluation will start with the lowest priced quote and move upwards until a quote receives a "pass" rating for both factors 1 and 2.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)